

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

GREAT AMERICAN INSURANCE COMPANY, et al
Plaintiff(s)

v.

CIVIL ACTION NO. 04-12260-GAO

RISO, INC.,
Defendant(s)

RISO, INC.
Plaintiff(s)

CIVIL ACTION NO. 04-12397-GAO
(Consolidated into No. 04-12260-GAO)

GREAT AMERICAN INSURANCE COMPANY, et al
Defendant(s)

JUDGMENT IN A CIVIL CASE

O'TOOLE , D.J.

Jury Verdict. This action came before the court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

Decision by the Court. This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED

Pursuant to the court's Memorandum and Order, dated March 31, 2006, the court concludes that GAIC's motion for summary judgment (Dk. #20) should be GRANTED and that Riso's motion for summary judgment (Dk. #18) should be DENIED. Accordingly, declaratory judgment shall enter in favor of GAIC and against Riso in both actions declaring that (1) GAIC had no duty to defend Riso in the Modesto lawsuit and (2) GAIC had and has no duty to indemnify or reimburse Riso for any defense costs, judgment or settlement amounts, or any other liabilities incurred by Riso in defending the Modesto lawsuit. In light of this ruling, Riso cannot maintain its claim that GAIC breached the subject policies by failing to defend and/or indemnify them and therefore judgment shall enter in favor of GAIC on Riso's Breach of Contract claim.

SARAH A. THORNTON,
CLERK OF COURT

Dated: 3/31/06

By PAUL LYNES
Deputy Clerk

(JudgementCivil.wpd - 3/7/2005)